

AO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

THOMAS H. LEE EQUITY FUND V, L.P.,
THOMAS H. LEE PARALLEL FUND V, L.P., and
THOMAS H. LEE EQUITY (CAYMAN) FUND V, L.P.

SUMMONS IN A CIVIL ACTION

V.

MAYER, BROWN, ROWE & MAW LLP

CASE NUMBER:

07 CIV 6767

TO: (Name and address of Defendant)

MAYER, BROWN, ROWE & MAW LLP
1675 BROADWAY
NEW YORK, NEW YORK 10019-5820

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

GREG A. DANILOW
WEIL, GOTSHAL & MANGES LLP
767 FIFTH AVENUE
NEW YORK, NEW YORK 10153

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

JUL 26 2007

CLERK

DATE

Mario Quintero

(By) DEPUTY CLERK

AO 440 (Rev. 8/01) Summons in a Civil Action

RETURN OF SERVICE

Service of the Summons and complaint was made by me ⁽¹⁾	DATE
NAME OF SERVER (<i>PRINT</i>)	TITLE

Check one box below to indicate appropriate method of service

- ☐ Served personally upon the defendant. Place where served:
- ☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person with whom the summons and complaint were left:
- ☐ Returned unexecuted:
- ☐ Other (specify):

STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL \$0.00
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DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on _____
Date

Signature of Server

Address of Server

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

WEIL, GOTSHAL & MANGES LLP

767 FIFTH AVENUE
NEW YORK, NY 10153
(212) 310-8000
FAX: (212) 310-8007

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WARSAW
WASHINGTON, D.C.

SETH GOODCHILD
DIRECT LINE (212) 310-8211
E-MAIL: seth.goodchild@weil.com

August 3, 2007

BY EMAIL AND OVERNIGHT MAIL

John K. Villa, Esq.
Williams & Connolly LLP
725 Twelfth Street, N.W.
Washington, DC 20005

Re: Thomas H. Lee Equity Fund V, L.P., Thomas H. Lee Parallel Fund V, L.P., and Thomas H. Lee Equity (Cayman) Fund V, L.P. v. Mayer, Brown, Rowe & Maw LLP (07 Civ. 6767)

Dear John:

Pursuant to our discussion yesterday, enclosed please find a copy of the summons and complaint in the above-referenced action for which you have agreed to accept service on behalf of your client, defendant Mayer, Brown, Rowe & Maw LLP.

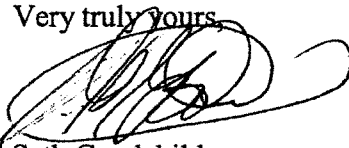
Please sign below to acknowledge service of the summons and complaint upon Mayer, Brown and your receipt of same. Please return the original to me at your earliest convenience.

WEIL, GOTSHAL & MANGES LLP

John K. Villa
August 3, 2007
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Thank you for your assistance and cooperation in this regard.

Very truly yours,



Seth Goodchild

Enclosures

AGREED AND ACKNOWLEDGED:

Thomas G. Ward 8/8/07
John K. Villa, Esq. Date

Counsel for Mayer, Brown,
Rowe & Maw LLP

THOMAS G. WARD
ILLINOIS PARTNERSHIP ONLY

LAW OFFICES
WILLIAMS & CONNOLLY LLP

725 TWELFTH STREET, N.W.

WASHINGTON, D. C. 20005-5901

(202) 434-5000

FAX (202) 434-5029

WILLIAM T. BURKE
(202) 434-5299
wburke@wc.com

EDWARD BENNETT WILLIAMS (1920-1988)
PAUL R. CONNOLLY (1922-1978)

August 20, 2007

VIA EMAIL

Seth Goodchild, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

Re: *Thomas H. Lee Equity Fund V, L.P., Thomas H. Lee Parallel Fund V, L.P., & Thomas H. Lee Equity (Cayman) Fund V, L.P. v. Mayer, Brown, Rowe & Maw LLP*, 07 Civ. 6767 (GEL) (S.D.N.Y.)

Dear Seth:

Pursuant to your recent discussions with John Villa and Tom Ward, this letter serves as acknowledgement of service of the summons and complaint upon Mayer, Brown, Rowe & Maw LLP ("Mayer Brown UK"), a limited liability partnership incorporated in England. On August 8, 2007, Tom Ward acknowledged service of the summons and complaint upon Mayer, Brown, Rowe & Maw LLP ("Mayer Brown Illinois"), the limited liability partnership established in Illinois.

By acknowledging service of process of the summons and complaint, Mayer Brown UK does not waive any defenses regarding the above-captioned suit, including, *inter alia*, defenses regarding jurisdiction over the person, all of which are expressly reserved.

Very truly yours,



William T. Burke
*Counsel for Mayer, Brown, Rowe & Maw LLP,
a limited liability partnership incorporated in
England*

WEIL, GOTSHAL & MANGES LLP

767 FIFTH AVENUE
NEW YORK, NY 10153
(212) 310-8000
FAX: (212) 310-8007

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SILICON VALLEY
SINGAPORE
WARSAW
WASHINGTON, D.C.

SETH GOODCHILD
COUNSEL
DIRECT LINE (212) 310-8211
E-MAIL: seth.goodchild@weil.com

August 30, 2007

BY FIRST CLASS MAIL AND E-MAIL

William T. Burke, Esq.
Williams & Connolly LLP
725 Twelfth Street N.W.
Washington, D.C. 20005

Re: *Thomas H. Lee Equity Fund V, et al v. Mayer
Brown, Rowe & Maw LLP*

Dear Bill:

We are in receipt of the executed letters of August 3, 2007 and August 20, 2007 accepting service of the Complaint in this action on Mayer Brown Rowe & Maw LLP (Illinois) and Mayer Brown Rowe & Maw LLP (UK), respectively.

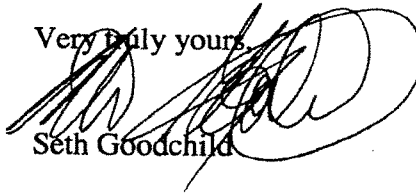
This will confirm our agreement and understanding: (i) that plaintiffs' consent to your acceptance of service as described in your August 8 and 20, 2007 letters and our entry into the stipulation setting forth the time in which defendant is to respond to the complaint is without prejudice to, and does not constitute a waiver of, our position that there is only one Mayer Brown entity for purposes of this action, and (ii) that no Mayer Brown entity will refer to, rely upon or cite in any way or for any reason plaintiffs' acceptance of these letters and/or their executing the stipulation, including as a waiver or concession of plaintiffs' position that there is only one Mayer Brown entity for purposes of this action.

WEIL, GOTSHAL & MANGES LLP

William T. Burke, Esq.
August 22, 2007
Page 2

Please sign below to indicate that the foregoing is consistent with our agreement and understanding and return the original to me.

Very truly yours,



Seth Goodchild

William T. Burke 9/4/07
William T. Burke, Esq.